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MAXLINEAR, INC. AND MAXLINEAR  
9 COMMUNICATIONS LLC

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

12 ENTROPIC COMMUNICATIONS,  
13 LLC,

14 Plaintiff,

15 v.

16 COX COMMUNICATIONS, INC.;  
17 COXCOM, LLC; AND COX  
18 COMMUNICATIONS  
CALIFORNIA, LLC,

19 Defendants,

20  
21 COX COMMUNICATIONS, INC.;  
22 COXCOM, LLC; AND, COX  
23 COMMUNICATIONS  
CALIFORNIA, LLC,

24 Counter-Claimants,

25 v.

26 ENTROPIC COMMUNICATIONS,  
27 LLC; MAXLINEAR, INC.; AND  
28 MAXLINEAR COMMUNICATIONS  
LLC,

Counter-Defendants.

Case No. 2-23-cv-01049-JWH-KES  
(Lead Case)

**REQUEST FOR JUDICIAL  
NOTICE IN SUPPORT OF  
COUNTER-DEFENDANTS  
MAXLINEAR, INC. AND  
MAXLINEAR  
COMMUNICATIONS LLC'S  
NOTICE OF MOTION AND  
MOTION TO DISMISS AMENDED  
COUNTERCLAIMS BY COX  
COMMUNICATIONS, INC.,  
COXCOM, LLC, AND COX  
COMMUNICATIONS  
CALIFORNIA, LLC**

*[Filed concurrently with Notice of  
Motion and Motion; Memorandum of  
Points and Authorities; and [Proposed]  
Order]*

Judge: Hon. John W. Holcomb

**Hearing:**

Date: March 29, 2024

Time: 9:00 a.m.

Place: Courtroom 9D, Santa Ana

1 Counter-Defendants MaxLinear, Inc. and MaxLinear Communications LLC  
2 (collectively, “MaxLinear”) request that the Court take judicial notice of the  
3 document attached as Exhibit 1, pursuant to Rule 201 of the Federal Rules of  
4 Evidence and the authorities cited below. This request is filed in support of  
5 MaxLinear’s Motion to Dismiss Amended Counterclaims by Cox Communications,  
6 Inc., CoxCom, LLC, and Cox Communications California, LLC (collectively,  
7 “Cox”).

8 **Exhibit 1** is a copy of a signed Patent Purchase Agreement between  
9 MaxLinear and Entropic Communications, LLC. The agreement is the proper  
10 subject for judicial notice under the incorporation by reference doctrine.

11 The Court may consider on a motion to dismiss documents whose contents  
12 are alleged in the complaint, provided that (1) the complaint “necessarily relies” on  
13 the documents or contents thereof, (2) the document’s authenticity is uncontested,  
14 and (3) the document’s relevance is uncontested. *Coto Settlement v. Eisenberg*, 593  
15 F.3d 1031, 1038 (9th Cir. 2010) (taking notice of an agreement that the facts  
16 suggested was “integral” to the complaint).

17 Cox references the Patent Purchase Agreement in its Amended  
18 Counterclaims. (Am. Countercls. (ECF No. 189) ¶¶ 296-98, 302, 308, 310, 311,  
19 313, 338.) But Cox chose not to attach the agreement thereto.

20 The Patent Purchase Agreement should properly be considered by the Court  
21 because Cox relies on it in support of its counterclaims against MaxLinear for  
22 breach of contract and unjust enrichment, as well as its request for declaratory  
23 relief. Cox describes the content of the agreement, but Cox neither quotes the terms  
24 of the agreement nor considers the agreement in its entirety. To have an accurate  
25 understanding of the Patent Purchase Agreement, one must consider the agreement  
26 as a whole.

27 Incorporation by reference is appropriate because Cox’s allegations depend  
28 on the contents of the Patent Purchase Agreement. *See Knieval v. ESPN*, 393 F.3d

1 1068, 1076 (9th Cir. 2005) (“We have extended the ‘incorporation by reference’  
2 doctrine to situations in which the plaintiff’s claim depends on the contents of a  
3 document, the defendant attaches the document to its motion to dismiss, and the  
4 parties do not dispute the authenticity of the document, even though the plaintiff  
5 does not explicitly allege the contents of that document in the complaint.”); *Neilson*  
6 *v. Union Bank of Cal., N.A.*, 290 F. Supp. 2d 1101, 1114 (C.D. Cal. 2003) (taking  
7 judicial notice of three contracts “that provide the foundation for plaintiffs’  
8 claims”); *McCool v. Wilson*, 2020 WL 7223252, at \*4 (C.D. Cal. Oct. 28, 2020)  
9 (taking judicial notice of two agreements because the contents were alleged in the  
10 FAC and were “central to claims asserted by Plaintiff in the FAC”).

11 MaxLinear therefore requests that this Court take judicial notice of attached  
12 **Exhibit 1.**

1 Dated: February 6, 2024

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3 By: /s/ Rose S. Lee  
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